

EXHIBIT K29

INDIANAPOLIS
Insurance Company
Northbrook, Illinois

00007



Special Cover Policy - Casualty

STOCK COMPANY

GEC 025356

00308

11712

Conditions

Northbrook Insurance Company (herein after called the Company) agrees with the Named Insured, named in the Declaration made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declaration and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. Premium Computation: The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. Inspection and Audit: The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extension thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. Action Against Company: No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. Subrogation: In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers, and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. Changes: Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. Assignment: Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. Cancellation: This policy may be canceled by the Named Insured by surrender thereof to the Company or any of its authorized agents or by mailing to the Company written notice stating when thereafter the cancellation shall be effective. This policy may be canceled by the Company by mailing to the Named Insured at the address shown in this policy written notice stating when not less than ten days thereafter such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the Named Insured or by the Company shall be equivalent to mailing. If the Named Insured cancels, earned premiums shall be computed in accordance with the customary short rate table and procedure. If the Company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

VIII. Terms of Policy Conformed to Statute: Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Theron J. Rieck

Secretary

Bruce R. Rieck

President

GEC 025357

**Northbrook
Insurance Company**
Northbrook, Illinois

003095



Declarations - Special Cover Policy - Casualty

Renewal of No. _____

62-112-283

Policy Number

Item 1. Named Insured:

THE STATE OF ILLINOIS AND/OR SUBSIDIARY, ASSOCIATED,
AFFILIATED COMPANIES AND/OR ORGANIZATIONS, OWNED,
CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR
HEREINAFTER CONSTITUTED.

Item 2. Address:

1114 Avenue of the Americas
New York, New York

Item 3. Policy Period:

From: June 30, 1976 To: June 30, 1977
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Coverage:

Umbrella Liability - IN ACCORDANCE WITH TERMS,
CONDITIONS AND AGREED UPON AMENDMENTS OF
1971 WEAVERS UMBRELLA FORM.

Item 5. Limits of Liability:

EXCESS OF \$100,000
\$1,000,000 any one occurrence and in the aggregate (PRODUCTS AND OCCUPATIONAL DISEASE)
\$5,000,000 any one occurrence and in the aggregate (PRODUCTS AND OCCUPATIONAL DISEASE)

Item 6. Premium:

Advance: \$72,000 Annual Minimum: \$72,000
Rate: \$82,000, ADJUSTABLE ANNUALLY AT A RATE OF
.1107 PER THOUSAND OF SALES; 10,000 FLAT
ANNUAL FOR MARINE REINSURANCE - TOTAL \$92,000

If the Policy Period is more than one year and the premium is to be paid in installments, Premium is payable on:

\$72,000	\$72,000	\$72,000
Effective Date 6/30/76	1st Anniversary 6/30/77	2nd Anniversary 6/30/78

In the event of cancellation by the Named Insured, the Company shall receive and retain not less than as the policy minimum premium.

Item 7. Schedule of Underlying Insurance:

Attached

Agency at Northbrook, Illinois

Countersignature Date

19 77

Agent

GEC 025358

EXHIBIT K30

No. 76DD1595C

COPY
WhereasW.R. GRACE & CO. AND/OR SUBSIDIARY, ASSOCIATED
AFFILIATED COMPANIES AND/OR ORGANISATIONS,
OWNED, CONTROLLED AND/OR MANAGED COMPANIES
AS NOW OR HEREINAFTER CONSTITUTED53.03% part of 100% of
80% of the limits
stated hereinof 1114 Avenue of the Americas, New York, New York 10036
hereinafter called the Assured, have paid U.S. \$63,636.00
Premium or Consideration to Us, the undersigned Assurers to
insure against loss as follows, viz: indemnify the Assured in
respect of EXCESS UMBRELLA LIABILITY.LIMIT: \$5,000,000 each occurrence and in the aggregate
where applicable
excess of
\$5,000,000 each occurrence and in the aggregate
where applicableduring the period commencing at Thirtieth day of
June, 19 76 , and ending at Thirtieth
day of June, 19 79 . both days 12.01 a.m.
local standard time

Now know ye that we the undersigned Assurers do hereby bind ourselves each Company
for itself only and not the one for the other, to pay or make good to the Assured or the Assured's Executors,
Administrators and Assigns, all such loss as above stated, not exceeding the sum of

FIFTY THREE DECIMAL NOUGHT THREE PER CENT part of ONE HUNDRED
PER CENT of EIGHTY PER CENT of the limits stated herein

in all, that the Assured may sustain during the said period, within Seven Days after such loss is proved and that
in proportion to the several sums by each of us subscribed against our respective names not exceeding the several
sums aforesaid.

If the Assured shall make any claim knowing the same to be false or fraudulent as regards amount or
otherwise, this Policy shall become void and all claim thereunder shall be forfeited.

In witness whereof I being a representative of the Leading Office which is duly authorised by the
Assurers have hereunto subscribed my name on their behalf this Twenty-eighth day of
June, 19 77

MLS/je

VIII, 3

Form AQ.105/A

COPY

COVER NOTE

No. 35147
 Telegraphic Address:
 Bowring, London, Telex 222121
 Telephone: 01-253 2700

C. T. BOWRING & CO. (INSURANCE) LTD.

P.O. Box 146, The Bowring Building, Tower Place, London, EC3P 1BS

This is to certify that we have effected Coverage as follows:

5th August, 1976

TYPE

✓ EXCESS UMBRELLA LIABILITY.

FORM

✓ Short Umbrella Excess Form as agreed by Underwriters.

ASSURED

W. R. GRACE AND CO. ~~ET AL~~ AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED
 COMPANIES, ~~OWNED, CONTROLLED, MANAGED, OR MANAGED COMPANIES AS NOW OR~~
~~HEREINAFTER CONSTITUTED, AND/OR ORGANIZATIONS, OWNED, CONTROLLED,~~
 AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER

PERIOD

✓ 36 months at 30th June, 1976. CONSTITUTED.

INTEREST

✓ Coverage in respect of all of the Assured's operations.

SUM INSURED

✓ 80% of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease)
 excess of
 \$5,000,000 each occurrence (Aggregate Products and Occupational Disease)
 which in turn excess of
 (A) Scheduled underlying
 (B) \$100,000 each occurrence Self Insured Retention (U.S.A. and Canada) or
 \$250,000 for foreign exposures.

SITUATION

CONDITIONS

✓ Seepage and Pollution Clauses as Underlying
 ✓ Service of Suit Clause (U.S.A.).
 ✓ 60 Days Cancellation Clause.

✓ All as Underlying in respect of Conditions, Warranties, Clause and
 Exclusions attached thereto.

PREMIUM

80% of Minimum and Deposit ^{455,000} \$345,000 (payable 1/3rd annually) adjustable
 annually at 0.0338 per thousand dollars gross sales.
 0.0405
 Less 4% Federal Excise Tax.

INFORMATION

✓ Assured operations are basically involved in 3 areas being:-
 (1) Chemicals which total 50% and are split 23% industrial and
 speciality goods, 7% packaging and plastics, 15% agricultural.
 (2) Consumer Products which total 45% and split 13% fashion and
 leisure, 13% consumer services, 19% packaged foods.
 (3) Natural resources being 5%.

✓ Estimated annual sales 1976 \$3,625,000,000 1977 \$3,700,000,000,
 1978 \$3,800,000,000. Annual payroll \$400,893,100 1976. No manufacturing,
 packaging or relabelling of pharmaceutical products by the Assured.

Hereon

COMPANIES (as attached) 66-124 64.13
 BROKERAGE
 National Agencies Inc.,
 1221 Avenue of the Americas,
 New York,
 N.Y. 10020,
 U.S.A.

C. T. BOWRING & CO. (INSURANCE) LTD.

N.B.-Please examine the above carefully, and if incorrect or if you do not accept
 the security please advise us immediately.

DEPARTMENTAL MANAGER

Commission 10% to you.

GEC 025382

COPY

COVER NOTE

No. 35447

C. T. BOWRING & CO. (INSURANCE) LTD.

P.O. Box 141, The Bowering Building, Tower Place, London, EC1P 3AE

P.O. Box 141, The Bowering Building, Tower Place, London, EC1P 3AE

This is to certify that we have effected Coverage as follows:-

5th August, 1976

TYPE

✓ EXCESS UMBRELLA LIABILITY.

-A-

✓ Short Umbrella Excess Form as agreed by Underwriters.

ASSURED

W. R. GRACE AND CO. ~~SOLE AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES, OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTE~~ AND/OR ORGANIZATIONS, OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTE.

PERIOD

✓ 36 months at 30th June, 1976.

INTEREST

✓ Coverage in respect of all of the Assured's operations.

SUM INSURED

✓ 80% of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease) excess of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease) which in turn excess of
 (A) Scheduled underlying
 (B) \$100,000 each occurrence Self Insured Retention (U.S.A. and Canada) or \$250,000 for foreign exposures.

SITUATION

CONDITIONS

✓ Seepage and Pollution Clauses as Underlying
 ✓ Service of Suit Clause (U.S.A.).
 ✓ 60 Days Cancellation Clause.

✓ All as Underlying in respect of Conditions, Warranties, Clause and Exclusions attached thereto.

PREMIUM

80% of Minimum and Deposit ^{450,000} \$275,000 (payable 1/3rd annually) adjustable annually at 0.0000 per thousand dollars gross sales.
 C. 0401

INFORMATION

✓ Assureds operations are basically involved in 3 areas being:-
 (1) Chemicals which total 50% and are split 28% industrial and speciality goods, 7% packaging and plastics, 15% agricultural.
 (2) Consumer Products which total 45% and split 13% fashion and leisure, 13% consumers services, 19% packaged foods.
 (3) Natural resources being 5%.

Estimated annual sales 1976 \$3,625,000,000 1977 \$3,700,000,000,
 1978 \$3,800,000,000. Annual payroll \$400,893,100 1976. No manufacturing, packaging or relabelling of pharmaceutical products by the Assured.

Hereon

35.44
 23.68% LLOYD'S

BROKERAGE

National Agencies Inc.,
 1221 Avenue of the Americas,
 New York,
 N.Y. 10020,
 U.S.A.

C. T. BOWRING & CO. (INSURANCE) LTD.

DEPARTMENTAL MANAGER

N.B. - Please examine the above carefully, and if incorrect or if you do not accept the security please advise us immediately.

Commission 10% to you.

GEC 025384

COPY ADDENDUM

(LLOYD'S)

Attaching to and forming part of Cover Note/Certificate No. 35447

Re A/C W. R. GRACE & COMPANY ET AL

The following amendments and/or corrections to this Cover Note take effect from inception:-

ASSURED: W. R. GRACE AND COMPANY AND/OR SUBSIDIARY,
ASSOCIATED AFFILIATED COMPANIES AND/OR
ORGANISATIONS, OWNED CONTROLLED AND/OR MANAGED
COMPANIES AS NOW OR HEREINAFTER CONSTITUTED.

PREMIUM: 80% of a Minimum and Deposit of \$450,000
(payable 1/3 annually) adjustable annually
at \$0.0405 per thousand dollars gross sales.

Interest hereon:-

35.44% Lloyds Underwriters

Cover Note and Addendum issued to:-

NATIONAL BROKERAGE AGENCIES, INC
85 John Street,
New York,
New York 10038,
U. S. A.

in lieu of as formerly stated.

All other terms and conditions of the Cover Note/Certificate remaining unchanged.

Dated, London, 4th March 1977

jb

New York

C. T. BOWRING & CO. (INSURANCE) LTD.

(USA)
EXCESS-UMBRELLA POLICY (LONDON-1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

and/or subsidiary, associated, affiliated companies or owned and controlled companies
as now or hereafter constituted and of which prompt notice has been given to Underwriters.
(Hereinafter called the "Named Assured").

INSURING AGREEMENTS:

I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

§ (as stated in Item 3 of the Declarations) ultimate net loss in respect of each occurrence, but

§ (as stated in Item 4 of the Declarations) in the aggregate for each annual period during the currency of this Policy, separately in respect of Products Liability and in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Assured and in respect of any other hazards subject to an aggregate limit in the Underlying Umbrella Policies

L.P.O.355A (12/76)

Page 1 of 4

GEC 025390

LW (UJA)

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5
of the Declarations)

ultimate net loss in all in respect of
each occurrence - subject to a limit
of

\$ (as stated in Item 6
of the Declarations)

in the aggregate for each annual
period during the currency of this
Policy, separately in respect of
Products Liability and in respect of
Personal Injury (fatal or non-fatal)
by Occupational Disease sustained
by any employees of the Assured and
in respect of any other hazard subject
to an aggregate limit in the Underlying
Umbrella Policies.

CONDITIONS:

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~sixty (60)~~ ^{sixty (60)} days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

L.P.O. 355A (12/76)

Page 2 of 4

GEC 025391

ATTACHING TO AND FORMING PART OF POLICY No. 76001395C

DECLARATIONS:

- ITEM 1. (a) Named Assured:- W.R. GRACE & CO. AND/OR SUBSIDIARY, ASSOCIATED,
AFFILIATED COMPANIES AND/OR ORGANISATIONS, OWNED,
CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREAFTER CONSTITUTED
(b) Address of Named Assured:-
1114 Avenue of the Americas,
New York, New York 10038
- ITEM 2. (a) Underlying Umbrella Policies:-
1.2 76DD1594C
2.3 63-002-048
(b) Underlying Umbrella Insurers:-
1.2 Certain Insurance Companies
2.2 Northbrook Insurance Company
- ITEM 3. Underlying Umbrella Limits
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 4. Underlying Umbrella Aggregate Limits
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 5. Limit of Liability
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 6. Aggregate Limit of Liability
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 7. Policy Period:- 30th June, 1976 to 30th June, 1979
both days 12.01 a.m. local standard time
- ITEM 8. Notice of Occurrence (Condition 4) to:-
National Agencies Inc.,
1221 Avenue of the Americas,
New York, New York 10020, U.S.A.
- ITEM 9. Service of Process (Condition 6) upon:-
Mendes and Mount,
3 Park Avenue,
New York, New York 10016, U.S.A.

L.P.O.355A (12/76)

Page 4 of 4

GEC 025393

X 3

Form AO 105/1

No. 3547

Telegraphic Address
Bowring, London, Telex 252321
Telephone: 01-253 2100COPY
COVER NOTE

C. T. BOWRING & CO. (INSURANCE) LTD.

P.O. Box 145, The Bowring Building, Tower Place, London, EC3P 3BE

This is to certify that we have effected Coverage as follows:-

5th August, 1976

TYPE ✓ **EXCESS UMBRELLA LIABILITY.**

Form ✓ Short Umbrella Excess Form as agreed by Underwriters.

ASSURED W. R. GRACE AND CO. ~~AS~~ AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES, ~~OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED~~ AND/OR ORGANIZATIONS, OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED.

PERIOD ✓ 36 months at 30th June, 1976.

INTEREST ✓ Coverage in respect of all of the Assured's operations.

SUM INSURED ✓ 80% of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease) excess of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease) which in turn excess of
(A) Scheduled underlying
(B) \$100,000 each occurrence Self Insured Retention (U.S.A. and Canada) or \$250,000 for foreign exposures.

SITUATION

CONDITIONS ✓ Seepage and Pollution Clauses as Underlying
✓ Service of Suit Clause (U.S.A.).
✓ 60 Days Cancellation Clause.
✓ All as Underlying in respect of Conditions, Warranties, Clause and Exclusions attached thereto.

PREMIUM 80% of Minimum and Deposit ^{455,000} \$375,000 (payable 1/2nd annually) adjustable annually at 0.8338 per thousand dollars gross sales.
_{0.0405}
Less 4% Federal Excise Tax.

INFORMATION ✓ Assureds operations are basically involved in 3 areas being:-
(1) Chemicals which total 50% and are split 28% industrial and speciality goods, 7% packaging and plastics, 15% agricultural.
(2) Consumer Products which total 45% and split 13% fashion and leisure, 13% consumers services, 19% packaged foods.
(3) Natural resources being 5%.
✓ Estimated annual sales 1976 \$3,625,000,000 1977 \$3,700,000,000, 1978 \$3,800,000,000. Annual payroll \$400,893,100 1976. No manufacturing, packaging or relabelling of pharmaceutical products by the Assured.

Hereon COMPANIES (as attached) ~~66,125~~ 64.5%
BROKERAGE
National Agencies Inc.,
1221 Avenue of the Americas,
New York,
N.Y. 10020,
U.S.A.

C. T. BOWRING & CO. (INSURANCE) LTD.

N.B. - Please examine the above carefully, and if incorrect or if you do not accept the security please advise us immediately.

JHS
DEPARTMENTAL MANAGER

Commission 10% to you.

GEC 026115

WRG Policies
04604

COPY

COVER NOTE

No. 35447
 To: ~~Address~~
 Telephone: 01-222 3100

C. T. BOWRING & CO. (INSURANCE) LTD.
 P.O. Box 145, The Bowring Building, Tower Place, London, EC3P 3BE

This is to certify that we have effected Coverage as follows:-

5th August, 1976

TYPE ☒ EXCESS UMBRELLA LIABILITY.

☒ Short Umbrella Excess Form as agreed by Underwriters.

ASSURED W. R. GRACE AND CO. ~~ET AL AND/OR SUBSIDIARY, ASSOCIATED, AFFILIATED COMPANIES, OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED~~ AND/OR ORGANIZATIONS, OWNED, CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED.

PERIOD ☒ 36 months at 30th June, 1976.

INTEREST ☒ Coverage in respect of all of the Assured's operations.

SUM INSURED ☒ 80% of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease) excess of \$5,000,000 each occurrence (Aggregate Products and Occupational Disease) which in turn excess of
 (A) Scheduled underlying
 (B) \$100,000 each occurrence Self Insured Retention (U.S.A. and Canada) or \$250,000 for foreign exposures.

SITUATION

CONDITIONS ☒ Seepage and Pollution Clauses as Underlying
☒ Service of Suit Clause (U.S.A.).
☒ 60 Days Cancellation Clause.

☒ All as Underlying in respect of Conditions, Warranties, Clause and Exclusions attached thereto.

PREMIUM ^{450,000}
 80% of Minimum and Deposit \$375,000 (payable 1/3rd annually) adjustable annually at 0.0338 per thousand dollars gross sales.
_{0.0405}

INFORMATION ☒ Assureds operations are basically involved in 3 areas being:-
☒ (1) Chemicals which total 50% and are split 28% industrial and speciality goods, 7% packaging and plastics, 15% agricultural.
☒ (2) Consumer Products which total 45% and split 13% fashion and leisure, 13% consumers services, 19% packaged foods.
☒ (3) Natural resources being 5%.

Estimated annual sales 1976 \$3,625,000,000 1977 \$3,700,000,000.
☒ 1978 \$3,800,000,000. Annual payroll \$400,893,100 1976. No manufacturing, packaging or relabelling of pharmaceutical products by the Assured.

Hereon ^{35.44}
~~33.68~~ LLOYD'S

BROKERAGE
 National Agencies Inc.,
 1221 Avenue of the Americas,
 New York,
 N.Y. 10020,
 U.S.A.

C. T. BOWRING & CO. (INSURANCE) LTD.

DEPARTMENTAL MANAGER

N.B. - Please examine the above carefully, and if incorrect or if you do not accept the security please advise us immediately.

Commission 10% to you.

GEC 026117

WRG Policies
 04606

(U)

EXCESS-UMBRELLA POLICY (LONDON 1971)

NAMED ASSURED: As stated in Item 1 of the Declarations forming a part hereof

~~and/or subsidiary, associated, affiliated companies or owned and controlled companies~~
~~or now or hereafter constituted~~ and of which prompt notice has been given to Underwriters.
(Hereinafter called the "Named Assured").

INSURING AGREEMENTS:

I. COVERAGE -

Underwriters hereby agree, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Assured for all sums which the Assured shall be obligated to pay by reason of the liability:-

- (a) imposed upon the Assured by law,
- or (b) assumed under contract or agreement by the Named Assured and/or any officer, director, stockholder, partner or employee of the Named Assured, while acting in his capacity as such,

for damages on account of:-

- (i) Personal Injuries
- (ii) Property Damage
- (iii) Advertising Liability

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated in Item 2 of the Declarations and issued by the Insurers as specified thereunder (hereinafter called the "Underlying Umbrella Insurers").

II. LIMIT OF LIABILITY -

It is expressly agreed that liability shall attach to the Underwriters only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:-

£ (as stated in Item 3
of the Declarations)

ultimate net loss in respect of each
occurrence, but

£ (as stated in Item 4
of the Declarations)

in the aggregate for each annual
period during the currency of this
Policy, separately in respect of
Products Liability and in respect of
Personal Injury (fatal or non-fatal)
by Occupational Disease sustained
by any employees of the Assured and
in respect of any other hazard subject
to an aggregate limit in the Underlying
Umbrella Policies

L.P.O. 355A (12/76)

Page 1 of 4

GEC 026123

WRG Policies
04612

W. (U.S.A.)

and the Underwriters shall then be liable to pay only the excess thereof up to a further

\$ (as stated in Item 5
of the Declarations)

ultimate net loss in all in respect of
each occurrence - subject to a limit
of

\$ (as stated in Item 6
of the Declarations)

in the aggregate for each annual
period during the currency of this
Policy, separately in respect of
Products Liability and in respect of
Personal Injury (fatal or non-fatal)
by Occupational Disease sustained
by any employees of the Assured and
in respect of any other hazard subject
to an aggregate limit in the Underlying
Umbrella Policies.

CONDITIONS:

1. PRIOR INSURANCE AND NON CUMULATION OF LIABILITY -

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Assured prior to the inception date hereof the limit of liability hereon as stated in Items 5 and 6 of the Declarations shall be reduced by any amounts due to the Assured on account of such loss under such prior insurance.

2. MAINTENANCE OF UNDERLYING UMBRELLA INSURANCE -

This Policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies stated in Item 2 of the Declarations prior to the happening of an occurrence for which claim is made hereunder. Should, however, any alteration be made in the premium for the Underlying Umbrella Policies during the currency of this Policy Underwriters reserve the right to adjust the premium hereon accordingly.

It is a condition of this Policy that the Underlying Umbrella Policies shall be maintained in full effect during the Policy period without reduction of coverage or limits except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of accidents and/or occurrences occurring during the period of this Policy or by the operation of Condition C. of the Underlying Umbrella Policies.

3. CANCELLATION -

This Policy may be cancelled by the Named Assured or by the Underwriters or their representatives by sending by registered mail notice to the other party stating when, not less than ~~thirty (30)~~ ^{sixty (60)} days thereafter, cancellation shall be effective. The mailing of notice as aforesaid by Underwriters or their representatives to the Named Assured at the address shown in this Policy shall be sufficient proof of notice, and the insurance under this Policy shall end on the effective date and hour of cancellation stated in the notice. Delivery of such written notice either by the Named Assured or by the Underwriters or their representatives shall be equivalent to mailing.

If this Policy shall be cancelled by the Named Assured the Underwriters shall retain the customary short rate proportion of the premium for the period this Policy has been

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ATTACHING TO AND FORMING PART OF POLICY No. 750010050

DECLARATIONS:

- W.R. GRACE & CO. AND/OR SUBSIDIARY, ASSOCIATE,
CONTROLLED AND/OR MANAGED COMPANIES AND/OR ORGANISATIONS, UNDER
CONTROLLED AND/OR MANAGED COMPANIES AS NOW OR HEREINAFTER CONSTITUTED
- ITEM 1. (a) Named Assured:-
(b) Address of Named Assured:-
1114 Avenue of the Americas,
New York, New York 10038
- ITEM 2. (a) Underlying Umbrella Policies:-
1.2 76DD1594C
2.2 63-002-048
(b) Underlying Umbrella Insurers:-
1.2 Certain Insurance Companies
2.2 Northbrook Insurance Company
- ITEM 3. Underlying Umbrella Limits
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 4. Underlying Umbrella Aggregate Limits
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 5. Limit of Liability
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 6. Aggregate Limit of Liability
(Insuring Agreement II):- \$ 5,000,000.00
- ITEM 7. Policy Period:- 30th June, 1976 to 30th June, 1979
both days 12.01 a.m. local standard time
- ITEM 8. Notice of Occurrence (Condition 4) to:-
National Agencies Inc.,
1221 Avenue of the Americas,
New York, New York 10020, U.S.A.
- ITEM 9. Service of Process (Condition 6) upon:-
Mendes and Mount,
3 Park Avenue,
New York, New York 10016, U.S.A.

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